

1 HONORABLE BARBARA J. ROTHSTEIN

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7 UNITED STATES DISTRICT COURT
8 FOR THE WESTERN DISTRICT OF WASHINGTON

9 ASSUREDPARTNERS OF WASHINGTON,
10 LLC,

11 Plaintiff,

12 v.

13 MARK ACARREGUI and ALLIANT
14 INSURANCE SERVICES, INC.,

15 Defendants.

Case No. 2:20-cv-00290 BJR

TEMPORARY
RESTRAINING ORDER

16 This cause coming to be heard on Plaintiff AssuredPartners of Washington, LLC's
17 ("Assured") Emergency Motion for Temporary Restraining Order and Preliminary
18 Injunction, notice having been given and this Court having reviewed and considered Assured's
19 Motion and the papers in support thereof, and having heard the arguments of counsel,

20 THE COURT HEREBY FINDS AS FOLLOWS:

- 21 (i) This Court has personal jurisdiction over the parties, and venue is proper
22 in this Court;
- 23 (ii) Assured has a strong likelihood of success on the merits;
- 24 (iii) Assured would suffer irreparable injury absent a temporary restraining
25 order;
- 26 (iv) The issuance of a temporary restraining order would not cause substantial
harm to others; and

TEMPORARY RESTRAINING ORDER
(CASE NO. 20-00290 BJR)

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1 (v) The public interest would be served by issuance of the injunction.

2 Wherefore, IT IS HEREBY ORDERED that Assured's motion is GRANTED as follows:

3 1. Defendant Mark Acarregui ("Acarregui"), and all parties in active concert or
4 participation with him who receive actual notice of this Order by personal service or otherwise,
5 are temporarily enjoined from using or disclosing any of Assured's confidential, proprietary,
6 and/or trade secret information;

7 2. Acarregui is temporarily enjoined from contacting or soliciting any Assured client
8 or prospective client with whom Acarregui was involved or about whom Acarregui possessed
9 confidential information during the two (2) years immediately preceding Acarregui's termination
10 of employment from Assured. Acarregui is further temporarily enjoined from contacting or
11 soliciting any Assured client or prospective client of the Assured office where Acarregui was
12 employed during the two (2) years immediately preceding Acarregui's termination of
13 employment from Assured;

14 3. Acarregui and all parties in active concert with him who receive actual notice of
15 this Order by personal service or otherwise shall return to Assured all originals and copies of any
16 and all files, devices, and/or documents that contain or relate to Assured's confidential and
17 proprietary information, including without limitation, all computers, electronic media, PDAs, and
18 electronic storage devices;

19 4. Acarregui and all parties in active concert with him who receive actual notice of
20 this Order by personal service or otherwise shall produce for inspection and imaging all
21 computers, cellular phones, smartphones, and other electronic storage devices and email accounts
22 belonging to, under the control of, accessible to, or operated by them that contain Assured's
23 confidential and proprietary information;

24 5. A hearing shall be held on Assured's Motion for a Preliminary Injunction on a
25 date to be determined by the Court;

6. This Order shall be effective until the 13th of March, 2020, and no longer, without the further order of this Court.

IT IS SO ORDERED.

DATED this 28th day of February 2020.

Barbara J. Rothstein
The Honorable Barbara J. Rothstein